

EXECUTION COPY

INDEMNITY AGREEMENT

INDEMNITY AGREEMENT dated as of the 30th day of May, 2008 between SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation ("SCE&G") and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA (the "Purchaser").

WHEREAS, South Carolina Generating Company, Inc., a South Carolina corporation ("GENCO"), an affiliate of SCE&G, and the Purchaser has entered into or is about to enter into the Note Agreement dated as of May 30, 2008 (the "Note Agreement", the terms used in this Indemnity Agreement are used as therein defined unless otherwise defined herein) under which the Purchaser will purchase (a) \$80,000,000 principal amount of GENCO's 6.06% Series 2008-A Senior Secured Notes due June 1, 2018 (the "2008-A Notes") and (b) \$80,000,000 principal amount of GENCO's 6.06% Series 2008-B Senior Secured Notes due June 1, 2018 (the "2008-B Notes" and together with the 2008-A Notes, being collectively, the "Notes"); and

WHEREAS, GENCO is possessed of the real property and improvements, facilities and fixtures thereon, described in Exhibit A (the "Property"); and

WHEREAS, pursuant to the Deed referred to in paragraph 1 hereof, SCE&G has conveyed certain of the Property to GENCO; and

WHEREAS, pursuant to a Release dated December 31, 1984 (the "Release") executed by Manufacturers Hanover Trust Company, the Property has been released from, and GENCO owns all of the Property free of, the lien of the Indenture referred to in such Release; and

WHEREAS, as a condition precedent to their willingness to purchase the Notes the Purchaser has requested, among other things, that GENCO execute the Mortgage; and

WHEREAS, as an additional condition precedent to their willingness to purchase the Notes the Purchaser has requested, among other things, that SCE&G execute an agreement to defend, indemnify and hold the Purchaser, each Transferee and all other holders of the Notes harmless from any loss, damage or any claim with respect thereto resulting from any defect in the title to the Property; and

WHEREAS, the proceeds of the sale of the Notes will be used to purchase and install pollution control equipment for the Williams Station and for general corporate purposes, including, without limitation, to repay capital contributions and advances owed by GENCO to the Subordinated Creditor and the Utility Money Pool; and

WHEREAS, pursuant to the Unit Power Sales Agreement dated December 18, 1984 by and between SCE&G and GENCO, SCE&G purchases all of the capacity and energy of such facility for transmission to its customers and, as a result, it is in the direct interest and to the direct advantage of SCE&G that GENCO purchase and install such pollution control equipment

and repay such capital contributions and advances by selling the Notes to the Purchaser and that SCE&G execute such documents that the Purchaser may request in connection therewith.

NOW, THEREFORE, IN CONSIDERATION for value received, to satisfy one of the conditions precedent to the purchase of the Notes, to induce the Purchaser to purchase the Notes, to induce any Transferee to accept the transfer of all or any part of any Note, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SCE&G and the Purchaser agree as follows:

1. STATE OF TITLE. SCE&G has conveyed good, marketable and fee simple absolute title to certain of the Property to GENCO by a general warranty deed dated December 31, 1984 (the “**Deed**”) and recorded December 31, 1984 in the office of the Berkeley County Register of Mesne Conveyances in Deed Book A585 at page 139 (a copy of which is attached hereto as Exhibit B), subject only to those matters set forth in Exhibit C attached hereto (herein collectively referred to as “**Permitted Encumbrances**”).

2. INDEMNIFICATION. SCE&G hereby covenants and agrees that it will defend, indemnify and hold the Purchaser, each Transferee, all other holders of the Notes and the successors and assigns thereof, harmless from and against any and all liabilities (statutory or otherwise), causes of action, losses, suits, obligations, fines, damages, judgments, penalties or claims whatsoever, including without limitation all costs, attorney’s fees and expenses, losses or injuries arising out of or in any way connected with any of the following:

- (a) GENCO not having good, marketable and fee simple absolute title to the Property free and clear of all liens (voluntary or involuntary, whether statutory, constitutional or contractual), charges and encumbrances of every kind and character, subject only to Permitted Encumbrances;
- (b) Any loss of priority of the mortgage lien and security interest created by the Mortgage resulting from any cause whatsoever including, without limitation, any lien, charge or encumbrance imposed by law on the Property for services, labor or material heretofore or hereafter furnished;
- (c) the invalidity or unenforceability of the mortgage lien or security interest created by the Mortgage;
- (d) the priority of any lien (voluntary or involuntary, whether statutory, constitutional or contractual), charge or encumbrance on such title over the mortgage lien or security interest of the Mortgage, other than the Permitted Encumbrances;
- (e) lack of a right of access to and from the Property;
- (f) any charges or assessments imposed on any Improvements (as defined in the Mortgage) located on the Property;
- (g) any discrepancies, conflicts, shortages in area, encroachments, overlaps or boundary line disputes relating to the Property; and

- (h) any violation of any of the applicable zoning ordinances, building codes, land uses, certificates of occupancy, Environmental Laws, regulatory approvals and similar applicable laws and regulations.

3. LIABILITY ABSOLUTE. SCE&G's liability hereunder shall be absolute and unconditional, but shall be limited to the aggregate amount of all of the indebtedness, obligations and liabilities existing on the date hereof or arising from time to time thereafter, whether direct or indirect, joint or several, actual, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, of GENCO to the holders of the Notes under or in respect of any one or more of the Transaction Documents, including, without limitation, the principal of and interest and Yield Maintenance Amount, if any, on the Notes, plus all costs, attorneys' fees and expenses sustained or incurred by the Purchaser, any Transferee or any other holder of a Note hereunder (all such indebtedness, obligations, liabilities, costs, fees and expenses are collectively referred to herein as the "**Indebtedness**").

4. NOTICE OF CLAIMS; DEFENSE OF TITLE.

- (a) The Purchaser agrees to give SCE&G reasonably prompt notice of any loss or damage incurred by it which is subject to the indemnity set forth herein, or of any claim, demand or notice received by it which in its opinion may result in any such loss or damage.
- (b) SCE&G will diligently endeavor to cure any defect which may be developed or claimed, and will take all necessary and proper steps for the defense of any such claim or demand including, without limitation, the employment of counsel reasonably satisfactory to the Required Holder(s), the prosecution or defense of any litigation and, subject to the Required Holder(s)' approval, the settlement or compromise of any such claim or demand. The Purchaser shall cooperate with SCE&G and its attorneys and agents, in the carrying on and defense of any such claims or demands.
- (c) Notwithstanding the provisions of subsection (b) above, if the Required Holder(s) determine at any time that SCE&G is not financially capable of carrying on the defense of any claim or demand then the Required Holder(s), in their sole and absolute discretion, may elect (but shall not be obligated) to assume such defense, on their own behalf. In such case, SCE&G shall consult and cooperate with the holders of the Notes, their attorneys and agents, in the carrying on and defense of any such proceedings. Subject to the limitation of liability set forth above in Section 3, SCE&G shall, on demand, reimburse the holders of the Notes for all expenses (including attorneys' fees and disbursements) incurred by the holders in connection with their assumption of any such defense.
- (d) Notwithstanding any other provision hereof, the Purchaser, any Transferee and any other holder of any Note (whether or not named as a party to any actions or proceedings relating to such claims or demands) is hereby

authorized and empowered (but shall not be obligated) to take such additional steps as it may deem necessary or proper for the defense of any such action or proceeding or the protection of the mortgage lien, security interest, validity, enforceability or priority of the Mortgage or of such title or rights, including the employment of counsel.

- (e) The failure of the Purchaser, any Transferee or any other holder of any Note to give any notice referred to above in subsection (a) or to cooperate as indicated above in subsection (b) shall not relieve SCE&G of its liability under this Indemnity Agreement.

5. WAIVER OF SUBROGATION. SCE&G will not exercise any rights which it may have acquired by way of subrogation under this Indemnity Agreement, by any payment made hereunder or otherwise, or accept any payment on account of such subrogation rights, or any rights of reimbursement, or indemnity or any rights or recourse to any security for the Notes or this Indemnity Agreement unless and until all of the obligations, undertakings or conditions to be performed or observed by GENCO pursuant to the Notes, the Note Agreement and any other Transaction Document at the time of SCE&G's exercise of any such right shall have been performed, observed or paid in full. If any amount shall be paid to SCE&G on account of such subrogation or any such other rights at any time, such amount shall be held in trust for the benefit of the holders of the Notes and shall forthwith be paid to the holders to be credited and applied to GENCO's obligations to the holders of the Notes, whether matured or unmatured, in accordance with the terms hereof.

6. BINDING EFFECT. This Indemnity Agreement shall bind and inure to the benefit of SCE&G and the Purchaser and their respective successors and assigns, including, without limitation, any Transferee and any other holder of any Note, except that SCE&G shall not have the right to assign or transfer this Indemnity Agreement or any of its obligations hereunder (i) except in connection with a merger or consolidation of SCE&G with or into any other corporation provided the corporation formed by such consolidation or into which SCE&G shall have been merged assumes unconditionally in writing (which writing shall be satisfactory in writing to the Required Holder(s)) all obligations and duties of SCE&G under this Indemnity Agreement or (ii) without the prior written consent of the Required Holder(s). The Purchaser may at any time or from time to time, assign to one or more Persons, all or any part of, its rights or interest in this Indemnity Agreement.

7. MODIFICATIONS; WAIVERS. This Indemnity Agreement may be amended, and SCE&G may take any action herein prohibited, or omit to perform any act herein required to be performed by it, if SCE&G shall obtain the written consent to such amendment, action or omission to act, of the Required Holder(s). No course of dealing between SCE&G and the holder of any Note nor any delay in exercising any rights hereunder or under any Note shall operate as a waiver of any rights of any holder of such Note. As used herein, the term "this Indemnity Agreement" and references thereto shall mean this Indemnity Agreement as it may from time to time be amended or supplemented.

8. NOTICES. All written communications provided for hereunder shall be sent by first class mail or nationwide overnight delivery service (with charges prepaid) and (i) if

to the Purchaser, addressed to it at the address specified for such communications in the Purchaser Schedule attached to the Note Agreement, or at such other address as it shall have specified to SCE&G in writing, (ii) if to any other holder of any Note, addressed to such other holder at such address as such other holder shall have specified to SCE&G in writing or, if any such other holder shall not have so specified an address to SCE&G, then addressed to such other holder in care of the last holder of such Note which shall have so specified an address to SCE&G, and (iii) if to SCE&G, addressed to it at 1426 Main Street, Columbia, South Carolina 29201, Attention: Corporate Treasurer, with a copy to the Corporate Secretary, or at such other address as SCE&G shall have specified to the holder of each Note in writings provided, however, that any such communication to SCE&G may also, at the option of the holder of any Note, be delivered by any other means either to SCE&G at its address specified above or to any officer of SCE&G. Any such communications which satisfy the foregoing provisions of this paragraph 8 shall be deemed to have been given for purposes hereof when actually received, or on the 5th Business Day after deposit in the United States mail in the case of communication by first class mail, or, on the 1st Business Day after deposit with a nationwide overnight delivery service in the case of communication by nationwide overnight delivery service.

9. SEVERABILITY. If any provision hereof shall be deemed or held invalid or unenforceable, the remainder of this Indemnity Agreement shall not be affected thereby.

10. HEADINGS. The headings of the different sections of this Indemnity Agreement are inserted for convenience of reference and are not to be taken to be any part of the provisions, or to control or affect the meaning, construction or effect thereof.

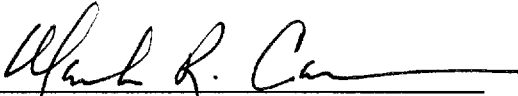
11. COUNTERPARTS. This Indemnity Agreement may be simultaneously executed in any number of counterparts, each of which, executed and delivered as an original, shall constitute but one and the same instrument.

12. GOVERNING LAW; CONSENT TO JURISDICTION. This Indemnity Agreement shall be governed by and construed and interpreted in accordance with the law of the State of New York. Any legal action or proceeding with respect to this Indemnity Agreement may be brought in the courts of the state of New York or any court of the United States of America located in the state of New York, and, by execution and delivery of this Indemnity Agreement SCE&G accepts for itself, generally and unconditionally, the jurisdiction of the above-mentioned court and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or later have based on venue or forum non conveniens with respect to any action instituted therein.

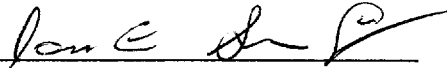
[signature pages follow]

IN WITNESS WHEREOF, SCE&G and the Purchaser have caused this Indemnity Agreement to be executed by their duly authorized officers as of the date first set forth above.

**SOUTH CAROLINA ELECTRIC &
GAS COMPANY**

By: 
Title: Treasurer

ATTEST:

By: 
Title: Controller

The foregoing Indemnity Agreement is hereby
accepted as of the date first above written

**THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA**


By: 
Vice President JTB

EXHIBIT A

DESCRIPTION OF THE LAND

Tract No. 1

By virtue of an instrument entitled INDENTURE (DEED, ASSIGNMENT AND BILL OF SALE) ("Indenture") between South Carolina Electric & Gas Company (SCE&G), as Grantor, and South Carolina Generating Company, Inc. ("GENCO"), as Grantee, dated December 31, 1984 and recorded December 31, 1984 in the Berkeley County RMC Office in Deed Book A-585 at Page 139, GENCO acquired title to and now owns the lands hereinafter described together with the improvements and facilities located thereon and used for and in the coal-fired steam generation of electricity, all of which are defined in the Indenture, which is incorporated herein by reference, as the "Generating Facilities" and commonly known as the A. M. Williams Station (hereinafter "Williams Station").

All those certain pieces, parcels or tracts of land, with the improvements thereon, situate, lying and being in a development known as Bushy Park in Berkeley County, South Carolina, Parcel A containing 1.30 acres, Parcel B containing 287.17 acres and Parcel C containing 197.54 acres more fully shown and delineated and having the boundaries and measurements shown on the South Carolina Electric & Gas Company Drawing D-19,633, Sheets 5 of 6, dated 11-12-84 (the "Plat"), attached to the Indenture as Exhibit A and Incorporated herein by reference.

DERIVATION: Tract No. 1 is the same property conveyed to GENCO by South Carolina Electric & Gas Company by Indenture recorded in the RMC Office for Berkeley County in Book A-585, Page 139 on December 31, 1984.

TMS No: 237-00-00-03

Tract No. 2

All that certain piece, parcel or tract of land, with the improvements thereon, situate, lying and being in Second St. John's Tax District, MEASURING AND CONTAINING Fifty-Nine and Eighty-Three Hundredths (59.83) Acres, more or less, BUTTING AND BOUNDED, generally, as follows, to wit: on the North along lands of Ebenezer Methodist Church, Joseph L. and Bertha L. Metts, Wendel P. and Doris R. Lambert, Gerald L. and Doris R. Metts, James L. Bennet, Sr., lands now or formerly of Brown and Henry Clark, Jr.; on the East along lands of Berkeley County School District; on the South along lands of William Rentiers and Laura Beasley; on the West by lands the owner of which is not designated on plat, but the property line being approximately along the right-of-way of a county maintained road designated as Oakley Road and the right of way of U. S. Highway 17-A; said tract having such shape, form, courses, distances, buttings, boundaries and delineations as are more fully shown on a plat captioned "PLAT PREPARED FOR SOUTH CAROLINA ELECTRIC & GAS 2nd ST. JOHNS PARRISH LOCATED IN BERKELEY COUNTY, S.C." dated July 27, 1982, prepared by Whitworth & Associates, Inc., a copy of which is recorded in the office of the RMC for

Berkeley County, South Carolina, in Plat Cabinet E, Slide No. 12; reference is hereby craved to said plat and same is made a part and parcel of this description.

DERIVATION: Tract No. 2 is the property conveyed to South Carolina Electric & Gas Company by deed of Monsen and Debacker, a partnership, et al., dated August 27, 1982, recorded in Deed Book A-479 at Page 280.

TMS NO.: 180-00-02-038

Tract No. 3

Parcel A:

All that certain piece, parcel or tract of land together with improvements thereon, situate, lying and being in the County of Berkeley, State of South Carolina, and being shown and designated as "600.000 Acres" on a plat by Engineering, Surveying and Planning, Inc., entitled "Plat showing a 600.00 Acre Tract to be Conveyed to South Carolina Generating Company, Inc. A Portion of Kibblesworth Plantation, dated December 10, 1990 and recorded in Plat Cabinet I, Page 265 in the RMC Office for Berkeley County. Said Property has such size, shape, buttings, boundings and dimensions as will by reference to said plat more fully appear.

Derivation: Tract No. 3, Parcel A, is the same property conveyed to GENCO by deed of Roderick Donald Sanders, et al., recorded in the RMC Office for Berkeley County in Book A-891, Page 298 on December 20, 1990.

TMS No.: 196-00-00-078

SAVE AND EXCEPTING: All that lot, piece or parcel of land situate, lying and being in Berkeley County, South Carolina and described as follows: Commencing at a ½" pin located along the western boundary of the right of way of U. S. Highway 52 2, 249 feet south of the intersection of Oakley Road, the point of beginning; thence running along a curve with a radius of 11285.61 feet, a length of 416.43 feet, a tangent of 208.24 feet, a chord of 416.40 feet, a bearing of south 04 degrees 27 minutes 31 seconds east, and a delta of 02 degrees 06 minutes 51 seconds to an iron rod set; thence turning and running north 86 degrees 35 minutes 54 seconds east a distance of 25.00 feet to an iron rod set; thence turning and running along a curve with a radius of 11310.61 feet, a length of 530.49 feet, a tangent of 265.29 feet, a chord of 530.44 feet, a bearing of south 02 degrees 03 minutes 29 seconds east, and a delta of 02 degrees 41 minutes 14 seconds to an iron rod set; thence turning and running north 88 degrees 31 minutes 45 seconds west a distance of 2613.17 feet to an iron rod set; thence turning and running north 46 degrees 59 minutes 54 seconds west a distance of 1202.37 feet to a 1" iron pipe found; thence turning and running north 89 degrees 03 minutes 00 seconds east a distance of 2375.53 feet to a #4 rebar found; thence turning and running north 89 degrees 02 minutes 56 seconds east a distance of 1040.20 feet to a ½" pipe found, the point of beginning. Said parcel being more particularly shown and depicted on a plat prepared by Robert David Branton, PLS & PE, entitled "PLAT OF A 61.13 ACRE TRACT OF LAND OWNED BY SOUTH CAROLINA GENERATING CO., INC. ABOUT TO BE CONVEYED TO

BERKELEY COUNTY WATER & SANITATION AUTHORITY LOCATED IN BERKELEY COUNTY, SOUTH CAROLINA”, dated February 16, 1995, a copy of which is recorded in the RMC Office for Berkeley County in Plat Cabinet L, Page 142 and which is made a part hereby and incorporated herein by reference.

This being the same premises conveyed to the Berkeley County Water and Sanitation Authority by South Carolina Generating Company, Inc. dated November 30, 1995 and recorded January 3, 1996 in the RMC office for Berkeley County in Deed Book 780 at Page 84.

Parcel B

ALL that certain piece, parcel or tract of land together with the improvements thereon, situate, lying and being in the County of Berkeley, State of South Carolina, and being shown and designated as “218.954 Acres” on a plat by Engineering, Surveying and Planning, Inc., entitled “Plat showing a 218.954 Acre Tract to be Conveyed to South Carolina Generating Company, Inc. a Portion of Kibblesworth Plantation, Berkeley County, South Carolina” dated April 22, 1991 and recorded in Plat Cabinet I, Page 379 in the RMC office for Berkeley County. Said Property has such size, shape, buttings, boundings and dimensions as will by reference to said plat more fully appear.

Derivation: Tract No. 3, Parcel B, is the same property conveyed to GENCO by deed of Ernest Coleman Sanders, Jr., et al., recorded in the RMC Office for Berkeley County in Book A-914 at Page 03, on June 19, 1991.

TMS No.: 196-00-00-078

ALSO:

A SUBEASEMENT for railroad tracks and trackage rights coextensive with the easement granted for SCE&G herein by the Commissioners of Public Works of the City of Charleston by deed dated October 25, 1965, recorded in the Berkeley County RMC office in Deed Book A-154 at Page 3 (“Railroad Easement A”).

ALSO

AN EASEMENT over property of SCE&G in Bushy Park North of property of South Carolina LNG Company, Inc. being twenty-five (25’) feet on each side of the tracks existing at the date hereof (and any replacement or relocation of same) (“Railroad Easement B”).

ALSO

A PERPETUAL EASEMENT for the use, operation and maintenance of monitoring wells number 7 & 8 over 1,508 square feet designated as Easement A on a plat prepared by Robert David Branton, PLS & PE, entitled “AN EASEMENT PLAT DONE FOR

BERKELEY COUNTY WATER AND SANITATION AUTHORITY ON THE BCW&SA PROPOSED LAND FILL SITE TO ALLOW INGRESS-EGRESS BY S.C.E.&G. FOR MAINTENANCE OF SCE&G MONITORING WELLS NUMBER 7 & 8 LOCATED IN BERKELEY COUNTY, SOUTH CAROLINA" dated February 16, 1995 and recorded in the Office of the Register of Deeds for Berkeley County in Plat Cabinet L at Page 143.

EXCLUSIONS:

This description includes the Generating Facilities as defined in the Indenture, but excludes expressly the Gas Turbine Facilities, the Gas Turbine Appurtenant Facilities, the Transmission Facilities, and the Gas Facilities as defined in the Indenture. Without limiting the foregoing, there is also expressly excluded from this description any and all facilities which are or which are deemed by the Federal Energy Regulatory Commission to be Transmission Facilities or used in or for the transmission of electricity.

EXHIBIT B

DEED

(See Attached)

AUDITORS FEE

1.25

STATE DOC STAMPS

COUNTY STAMPS

BERKELEY COUNTY

BOOK A585 PAGE 139

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

INDENTURE
(DEED, ASSIGNMENT AND
BILL OF SALE)

Elect. & Gas Co.

EXHIBIT B

INDENTURE entered into this 31st day of December,
1984 by and between SOUTH CAROLINA ELECTRIC & GAS COMPANY
(hereinafter called "Grantor") and SOUTH CAROLINA GENERATING
COMPANY, INC. (hereinafter called "Grantee").

1.0 RECITALS

1.1 Grantor owns certain real estate in Berkeley County, South Carolina, described hereinbelow (hereinafter called the "Realty"), and improvements and facilities located thereon used for and in the coal-fired steam generation of electricity (hereinafter referred to as the "Generating Facilities"), being commonly known as "Grantor's A. M. Williams Station (herein called "Williams Station"), as well as facilities located upon the Realty for the transmission of electricity generated by Williams Station (hereinafter referred to as the "Transmission Facilities"), facilities for the transmission of natural gas and other substances (hereinafter referred to as the "Gas Facilities"), and facilities (hereinafter referred to as the "Gas Turbine Appurtenant Facilities") used in connection with the operation of gas-turbine generating facilities (hereinafter referred to as the "Gas Turbine Facilities") which are leased from First National Bank of South Carolina, as Trustee, pursuant to and described in a Lease Agreement dated as of January 1, 1972, and supplements thereto.

31
December 1984
309 1307 PAGE 2712
4 1869
RECORDED THIS 2nd DAY
OF DECEMBER 1984
BERKELEY COUNTY, S.C.

RECORDED
TIME 10:26 am
DATE DEC 31, 1984
NAME S. J. [Signature]

EXHIBIT C

PERMITTED ENCUMBRANCES

Permitted Encumbrances Applicable to Tracts Nos. 1, 2, and 3:

Berkeley County ad valorem taxes for current and future years, not yet due and payable.

Permitted Encumbrances Applicable only to Tract No. 1:

1. Easements reserved by SCE&G in the Indenture recorded in Deed book A-585, page 139, and which consist of the following easements and rights of way, together with the rights associated therewith as described hereinafter (as used herein "Plat Sheet 6" refers to South Carolina Electric & Gas Company Drawing Number D-19, 633, Sheet 6 of 6, being incorporated herein by reference):

(a) An easement 50 feet wide for the Georgetown 16" gas pipeline and all appurtenances thereto, being 25 feet on each side of the gas line, as shown on Plat Sheet 6.

(b) An easement 25 feet wide for an 8-inch gas pipeline feeding the Gas Turbine Facilities, as shown on Plat Sheet 6.

(c) An easement 100 feet wide for a 115 KV line running between the Gas Turbine Appurtenant Facilities and the substation described in Article 2.3(e) of the Indenture and running west from the western side of said substation, being 50 feet on each side of the centerline of said line, as shown on Plat Sheet 6.

(d) An easement corridor for electric transmission lines more fully described and having the metes and bounds shown on Plat Sheet 6, in which corridor are now located the Williams-Dupont No. 1 and No. 2 230 KV lines, the South Carolina LNG Company 115 KV line and the Williams-Mt. Pleasant No. 2 and No. 2 115 KV lines, as indicated on Plat Sheet 6.

(e) An easement (overhang only) 280 feet wide for the Williams-Faber Place (a/k/a Williams-Goose Creek) No. 1 230 KV line, the Williams-Church Creek No. 1 230 KV line, the Williams-Polaris 115 KV line (a/k/a "115 KV Service Line South") and a future 115 KV or 230 KV line, all to cross the Williams Station intake as shown on Plat Sheet 6.

(f) An easement for the 230 KV connector lines described in subparagraph (c) of Article 2.3 and the 230 KV ESS connector lines described in subparagraph (d) of Article 2.3, being 155 feet wide between the Williams Station turbine building and the eastern side of the Williams Station 230 KV Substation, all as shown on Plat Sheet 6.

(g) An easement 5 feet wide being 2.5 feet on each side of an 8-inch PVC waste treatment outfall line crossing Tract No. 1

of the Realty along its Western and Southern boundaries as shown on Plat Sheet 6.

(h) An easement for the Gas Turbine Facilities and the Gas Turbine Appurtenant Facilities, as shown on Plat Sheet 6.

(i) An easement for the distribution substation described in Article 2.3(e) of the Indenture, as shown on Plat Sheet 6.

(j) An easement 20 feet wide for a distribution line or lines running west from the said distribution substation, as shown on Plat Sheet 6.

(k) An easement 100 feet wide for the Williams-Charity 230 KV line, being 50 feet on each side of the centerline of said line, granted or to be granted to the South Carolina Public Service Authority ("SCPSA"), shown on Plat Sheet 6.

(l) An easement for a 16" waste treatment outfall line granted to Celanese Corporation by instrument dated September 18, 1981, recorded in the Berkeley County RMC office in Deed Book C144 at page 10, rerecorded in Book C144 at page 258.

(m) An easement 50 feet wide reserved for utility purposes in the deed from the Commissioners of Public Works of the City of Charleston to South Carolina Electric & Gas Company dated June 22, 1984, recorded in Deed Book A-138 at page 34.

(n) Right of way of South Carolina State Highway 503, 100 feet wide, as shown on the Plat.

2. Agreement dated October 4, 1971, between the Seaboard Coastline Railroad Company and South Carolina Electric & Gas Company relating to railroad track facilities at or near Bushy Park.

Permitted Encumbrances Applicable only to Tract No. 2:

1. Easement 100 feet wide conveyed to South Carolina Public Service Authority ("SCPSA") by Lloyd Ellison dated August 4, 1941, recorded in Book C-37 at page 11, Berkeley County RMC Office.

2. Easement 100 feet wide conveyed to SCPSA by Lloyd Ellison dated June 6, 1949, recorded in Book C-45 at page 31, Berkeley County RMC Office.

3. Easement 25 feet wide conveyed to SCPSA by M&S Development Company, Inc. dated July 9, 1974, recorded in Book C-109 at page 19, Berkeley County RMC Office.

4. Rights, if any, of all other persons, parties or entities to so much, if any, of the land as lies below the mean high water mark.

Permitted Encumbrances Applicable only to Tract No. 3, Parcels A and B:

1. Drainage Ditch Right-of-Way from Ernest Coleman Sanders, Jr., et al. to Berkeley County dated March 21, 1985, recorded in Book C-177 at page 343, Berkeley County RMC Office.
2. Drainage Easement from Ernest Coleman Sanders to Berkeley County dated March 21, 1985, recorded in Book C-177 at page 344, Berkeley County RMC Office.
3. Easement from E.C. Sanders to SCPSA for 100 foot right-of-way dated June 29, 1949, recorded April 10, 1950 in Book C-45 at page 13, Berkeley County RMC Office.
4. Easement from E.C. Sanders, Jr. and George C. Smith, as trustees, to SCPSA for 25 foot right-of-way dated February 21, 1974, recorded in Book C-107 at page 46, Berkeley County RMC Office.
5. Easement from Oakley Land and Development Co. to SCPSA for 100 foot right-of-way dated May 5, 1941, recorded in Book C-35 at page 203, Berkeley County RMC Office.
6. Easement to Southern Bell Telephone and Telegraph Company from Oakley Land and Development Co. dated August 10, 1940, recorded in Book C-43 at page 494, Berkeley County RMC Office.
7. Rights of others thereto entitled in and to use ditches along the boundary lines of insured premises for drainage purposes.

EXHIBIT C

PERMITTED ENCUMBRANCES

General Exceptions Applicable to Tracts Nos. 1, 2 and 3 and Easement Parcel:

Berkeley County ad valorem taxes for current and future years, not yet due and payable.

Exceptions Applicable to Tracts Nos. 1, 2 and 3 and Easement Parcel:

UCC-1 Financing Statement from GENCO as Debtor to The Bank of New York Trust Company, N.A., as Collateral Agent, recorded on February 11, 2004 in the ROD Office for Berkeley County in Book 3830 at Page 28.

Exceptions Applicable only to Tract No. 1

1. Easements reserved by SCE&G in the Indenture recorded in Deed Book A-585 at page 139, and which consist of the following easements and rights of way, together with the rights associated therewith as described hereinafter (as used herein "Plat Sheet 6" refers to South Carolina Electric & Gas Company Drawing Number D-19, 633, Sheet 6 of 6, being incorporated herein by reference):

(a) An easement 50 feet wide for the Georgetown 16" gas pipeline and all appurtenances thereto, being 25 feet on each side of the gas line, as shown on Plat Sheet 6.

(b) An easement 25 feet wide for an 8-inch gas pipeline feeding the Gas Turbine Facilities, as shown on Plat Sheet 6.

(c) An easement 100 feet wide for a 115 KV line running between the Gas Turbine Appurtenant Facilities and the substation described in Article 2.3 (e) of the Indenture and running west from the western side of said substation, being 50 feet on each side of the centerline of said line, as shown on Plat Sheet 6.

(d) An easement corridor for electric transmission lines more fully described and having the metes and bounds shown on Plat Sheet 6, in which corridor are now located the Williams-Dupont No. 1 and No. 2 230 KV lines, the South Carolina LNG Company 115 KV line and the Williams-Mt. Pleasant No. 2 and No. 2 115 KV lines, as indicated on Plat Sheet 6.

(e) An easement (overhang only) 280 feet wide for the Williams-Faber Place (a/k/a Williams-Goose Creek) No. 1 230 KV line, the Williams-Church Creek No. 1 230 KV line, the Williams-Polaris 115 KV line (a/k/a "115 KV Service Line South") and a future 115 KV or 230 KV line, all to cross the Williams Station intake as shown on Plat Sheet 6.

(f) An easement for the 230 KV connector lines described in subparagraph (c) of Article 2.3 and the 230 KV ESS connector lines described in subparagraph (d) of Article 2.3,

being 155 feet wide between the Williams Station turbine building and the eastern side of the Williams Station 230 KV Substation, all as shown on Plat Sheet 6.

(g) An easement 5 feet wide being 2.5 feet on each side of an 8-inch PVC waste treatment outfall line crossing Tract No. 1 of the Realty along its Western and Southern boundaries as shown on Plat Sheet 6.

(h) An easement for the Gas Turbine Facilities and the Gas Turbine Appurtenant Facilities, as shown on Plat Sheet 6.

(i) An easement for the distribution substation described in Article 2.3 (e) of the Indenture, as shown on Plat Sheet 6.

(j) An easement 20 feet wide for a distribution line or lines running west from the said distribution substation, as shown on Plat Sheet 6.

(k) An easement 100 feet wide for the Williams-Charity 230 KV line, being 50 feet on each side of the centerline of said line, granted or to be granted to the South Carolina Public Service Authority ("SCPSA"), shown on Plat Sheet 6.

(l) An easement for a 16" waste treatment outfall line granted to Celanese Corporation by instrument dated September 18, 1981, recorded in the Berkeley County RMC office in Deed Book C144 at Page 10, rerecorded in Book C144 at Page 258.

(m) An easement 50 feet wide reserved for utility purposes in the deed from the Commissioners of Public Works of the City of Charleston to South Carolina Electric & Gas Company dated June 22, 1984, recorded in Deed Book A-138 at Page 34.

(n) Right of Way of South Carolina State Highway 503, 100 feet wide, as shown on the Plat.

2. Agreement dated October 4, 1971, between the Seaboard Coastline Railroad Company and South Carolina Electric & Gas Company relating to railroad track facilities at or near Bushy Park.

3. Easement granted by GENCO to South Carolina Pipeline Corporation dated April 26, 1999, recorded June 14, 2000 in the ROD office for Berkeley County in Deed Book 1952 at Page 94.

4. Memorandum of Ground Lease Agreement dated August 22, 2001 between GENCO and SCANA Communications, Inc. recorded January 17, 2002 in the ROD office for Berkeley County in Deed Book 02575 at page 76.

5. Consent, Nondisturbance and Attornment Agreement dated August 30, 2001 between GENCO, SCANA Communications, Inc. and The Prudential Insurance Company of

America recorded September 20, 2001 in the ROD office for Berkeley County in Deed Book 2418 at page 92.

6. Memorandum of Lease by and between SCANA Communications, Inc. and Cellco Partnership dated November 9, 2001 and recorded November 27, 2001 in the ROD Office for Berkeley County in Book 2500 at Page 214.

7. Memorandum of Agreement by and between SCANA Communications, Inc. and Triton PCS Property Company, L.L.C. dated October 19, 2001 and recorded January 17, 2002 in the ROD Office for Berkeley County in Book 2575 at Page 71.

8. Memorandum of Lease by and between SCANA Communications, Inc. and Cellco Partnership dated November 9, 2001 and recorded February 20, 2002 in the ROD Office for Berkeley County in Book 2618 at Page 283.

9. Memorandum of Agreement by and between SCANA Communications, Inc. and AGW Leasing Company, Inc. dated December 3, 2001 and recorded February 20, 2002 in the ROD Office for Berkeley County in Book 2618 at Page 291.

10. Memorandum of Agreement by and between SCANA Communications, Inc. and AGW Leasing Company, Inc. dated December 3, 2001 and recorded March 27, 2002 in the ROD Office for Berkeley County in Book 2669 at Page 182.

11. Memorandum of Site Supplement by and between SCANA Communications, Inc. and Charleston-North Charleston MSA Limited Partnership dated April 15, 2002 and recorded May 16, 2002 in the ROD Office for Berkeley County in Book 2739 at Page 150.

12. Memorandum of Site Supplement by and between SCANA Communications, Inc. and Triton PCS Property Company, L.L.C. dated April 15, 2002 and recorded May 16, 2002 in the ROD Office for Berkeley County in Book 2739 at Page 155.

13. Memorandum of Agreement by and between SCANA Communications, Inc. and Triton PCS Property Company, L.L.C. dated October 19, 2001 and recorded September 6, 2002 in the ROD Office for Berkeley County in Book 2891 at Page 275.

14. Memorandum of Agreement by and between SCANA Communications, Inc. and Nextel South Corp. dated March 10, 2004 and recorded April 16, 2004 in the ROD Office for Berkeley County in Book 3942 at Page 169.

15. Assignment and Assumption of Site Lease by and between SCANA Communications, Inc. and Crown Castle South LLC dated December 19, 2007 and recorded February 21, 2008 in the ROD Office for Berkeley County in Book 7171 at Page 158.

16. Assignment and Assumption of Tower Leases/Licenses by and between SCANA Communications, Inc. and Crown Castle South LLC dated December 19, 2007 and recorded February 21, 2008 in the ROD Office for Berkeley County in Book 7171 at Page 166.

Exceptions Applicable only to Tract No. 2:

1. Easement 100 feet wide conveyed to South Carolina Public Service Authority ("SCPSA") by Lloyd Ellison dated August 4, 1941, recorded in Book C-37 at Page 11, Berkeley County RMC Office.
2. Easement 100 feet wide conveyed to SCPSA by Lloyd Ellison dated June 6, 1949, recorded in Book C-45 at Page 31, Berkeley County RMC Office.
3. Easement 25 feet wide conveyed to SCPSA by M & S Development Company, Inc. dated July 9, 1974, recorded in Book C-109 at Page 19, Berkeley County RMC Office.
4. Rights, if any, of all other persons, parties, entities or the State of South Carolina to so much, if any, of the land as lies below the mean high water mark.
5. Easement granted by GENCO to the South Carolina Public Service Authority dated July 2, 1993 recorded August 24, 1993 in the ROD office for Berkeley County in Deed Book 343 at Page 285.
6. Easement granted by GENCO to the Berkeley Electric Cooperative, Inc. dated November 6, 2006 recorded January 4, 2007 in the ROD office for Berkeley County in Deed Book 6252 at Page 317.

Exceptions Applicable only to Tract No. 3, Parcels A and B:

1. Drainage Ditch Right of Way from Ernest Coleman Sanders, Jr., et al., to Berkeley County dated March 21, 1985, recorded in Book C-177 at Page 343, Berkeley County RMC office.
2. Drainage Easement from Ernest Coleman Sanders to Berkeley County dated March 21, 1985, recorded in Book C-177 at Page 344, Berkeley County RMC Office.
3. Easement from E. C. Sanders to SCPSA for 100 foot right of way dated June 29, 1949, recorded April 10, 1950 in Book C-45 at Page 13, Berkeley County RMC Office.
4. Easement from E. C. Sanders, Jr. and George C. Smith, as trustees, to SCPSA for 25 foot right-of-way dated February 21, 1974, recorded in Book C-107 at Page 46, Berkeley County RMC Office.
5. Easement from Oakley Land Development Co. to SCPSA for 100 foot right of way dated May 5, 1941, recorded in Book C-35 at Page 203, Berkeley County RMC Office.
6. Easement to Southern Bell Telephone and Telegraph Company from Oakley Land and Development Co. dated August 10, 1940, recorded in Book C-43 at Page 494, Berkeley County RMC Office.

7. Rights of others thereto entitled in and to use ditches along the boundary lines of insured premises for drainage purposes.

8. Easement granted by GENCO to the South Carolina Public Service Authority dated July 2, 1993 recorded August 24, 1993 in the ROD office for Berkeley County in Deed Book 343 at Page 285.

9. Declaration of Restrictive Covenant dated February 26, 1993 recorded February 26, 1993 in the ROD office for Berkeley County in Deed Book 244 at Page 201.

10. Right of Way Easement granted by GENCO to Berkeley Electric Cooperative, Inc. dated April 11, 2002 and recorded August 4, 2003 in the ROD office for Berkeley County in Deed Book 3469 at Page 302.

11. A portion of Parcel A consisting of approximately 61.13 acres (as more particularly described on Exhibit A attached hereto) was conveyed to Berkeley County Water and Sanitation Authority by deed dated November 30, 1995, and recorded January 3, 1996 in the Berkeley County ROD office in Deed Book 780 at page 84. No release from the Mortgage and Security Agreement recorded in Mortgage Book 146 at page 226 is of record, and there appears to be no change in the tax records relative to the owner of such 61.13 acre tract.

Exceptions Applicable only to Easement Parcel:

1. Memorandum of Lease by and between SCANA Communications, Inc. and Cellco Partnership dated November 9, 2001 and recorded November 27, 2001 in the ROD Office for Berkeley County in Book 2500 at Page 214.

2. Memorandum of Agreement by and between SCANA Communications, Inc. and Triton PCS Property Company, L.L.C. dated October 19, 2001 and recorded January 17, 2002 in the ROD Office for Berkeley County in Book 2575 at Page 71.

3. Memorandum of Lease by and between SCANA Communications, Inc. and Cellco Partnership dated November 9, 2001 and recorded February 20, 2002 in the ROD Office for Berkeley County in Book 2618 at Page 283.

4. Memorandum of Agreement by and between SCANA Communications, Inc. and AGW Leasing Company, Inc. dated December 3, 2001 and recorded February 20, 2002 in the ROD Office for Berkeley County in Book 2618 at Page 291.

5. Memorandum of Agreement by and between SCANA Communications, Inc. and AGW Leasing Company, Inc. dated December 3, 2001 and recorded March 27, 2002 in the ROD Office for Berkeley County in Book 2669 at Page 182.

6. Memorandum of Site Supplement by and between SCANA Communications, Inc. and Charleston-North Charleston MSA Limited Partnership dated April 15, 2002 and recorded May 16, 2002 in the ROD Office for Berkeley County in Book 2739 at Page 150.

7. Memorandum of Site Supplement by and between SCANA Communications, Inc. and Triton PCS Property Company, L.L.C. dated April 15, 2002 and recorded May 16, 2002 in the ROD Office for Berkeley County in Book 2739 at Page 155.

8. Memorandum of Agreement by and between SCANA Communications, Inc. and Triton PCS Property Company, L.L.C. dated October 19, 2001 and recorded September 6, 2002 in the ROD Office for Berkeley County in Book 2891 at Page 275.

9. Memorandum of Agreement by and between SCANA Communications, Inc. and Nextel South Corp. dated March 10, 2004 and recorded April 16, 2004 in the ROD Office for Berkeley County in Book 3942 at Page 169.

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